

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 47	
2. Contract (Proc. Inst. Ident) No. W56HZV-05-D-0003		3. Effective Date 2004OCT13		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN AMSTA-AQ-AHPC THOMAS GODDEN (586)574-7224 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: GODDENT@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CLEVELAND ADMIRAL KIDD CENTER. 555 EAST 88TH STREET BRATENAHL, OH 44108-1068			Code S3603A	
			SCD B PAS NONE		ADP PT HQ0337		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) HUNTER MANUFACTURING COMPANY 30525 AURORA RD. SOLON, OH. 44139-2795 TYPE BUSINESS: Large Business Performing in U.S.				8. Delivery <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 92878				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266 Payment will be made by Electronic Funds Transfer			Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)			14. Accounting And Appropriation Data				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2010OCT31				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	36
X	B	Supplies or Services and Prices/Costs	6	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	13	X	J	List of Attachments	47
X	D	Packaging and Marking	19	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	21		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	28				
	G	Contract Administration Data			L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	33		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W56HZV04R0632 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004OCT13	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 47
	PIIN/SIIN W56HZV-05-D-0003	MOD/AMD	

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

(a) Contract Number W56HZV-05-D-0003 is awarded to Hunter Manufacturing Company, 30525 Aurora Road, Solon, OH 44139-2795. The Government accepts your proposal dated 22 April 2004 in response to Solicitation Number: W56HZV-04-R-0632, signed by Mr. John P. Custer, Vice President, Sale and Marketing of your company and revised during negotiations conducted from 16-29 September 2004.

(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:

Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: ISO 9001

Section E, 52.246-4028, INSPECTION POINT: Hunter Manufacturing Company
30525 Aurora Road
Solon, OH 44139

Section F, 52.242-4457, DELIVERY SCHEDULE FOR DELIVERY ORDERS: Deliveries to start 180 days after award at a rate of 230 per month for shipments made on CLINs 0011 through 0015 in the months of Ocotber through March and 150 per month for shipments made on CLINs 0011 through 0015 in the months of April through September. Alternate schedules may be negotiated for individual orders with the agreement of both parties.

SHIPPING CHARACTERISTICS:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box x , Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down x , Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: 32 inches (Length), x 13.5 inches (Width), x 18 inches (Height) = 4.5_____ Cubic FT;
- (iv) Number of items per outer container 1 Each;
- (v) Gross weight of outer container and contents 45 LBS
- (vi) Palletized/skidded x Yes _____ No;
- (vii) Number of outer containers per pallet/skid 12 ;
- (viii) Weight of empty pallet bottom/skid and sides 40 LBS;
- (ix) Size of pallet/skid and contents 580 LBS Cube 66 ;
- (x) Number of outer containers or pallets/skids per railcar 16 * --

Size of railcar 45'

Type of railcar CONTAINER
- (xi) Number of outer containers or pallets/skids per trailer 22 *--

Size of trailer 53'

Type of trailer VAN

TRANSPORTATION DATA FOR FOB ORIGIN OFFERS

_(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 3 of 47
---------------------------	--	----------------------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

(1) Facilities for shipping by rail

[] are
[X] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

McKEES TEAM TRACK

NORTH RANDALL, OHIO

(NAME)

(LOCATION)

(3) Facilities for shipping by water

[] are
[x] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[x] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL: _____/Unit

MOTOR: _____/Unit

WATER: _____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE. _____

Others: First Article test Requirement has been waived.

(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: None

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 4 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

A-3 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT
(TACOM)

DEC/2002

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

A-4 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL
(TACOM) ADMINISTRATION

JUL/1999

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

A-5 BALL BEARING PRICE ADJUSTMENT CLAUSE

(a) The parties to the contract recognize that the Contractor's supplier for the combustion blower motor, PN 2400-10460, Moog Components Group of Murphy, NC, uses a ball bearing subcontractor that is moving its production facility to India. DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, requires that a source located in the United States or Canada be used for the ball bearings. The contractor has agreed to acquire a two-year supply of domestic ball bearings to support combustion blower motor production until approximately 4,500 heaters have been produced. It is understood that changing sources for domestic ball bearing producers for years 3, 4 and 5 of the contract may have an impact on the cost of the combustion blower motor.

(b) If the change in ball bearing producers results in a unit cost change, the contractor may submit a proposal for price adjustment. Cost and pricing data sufficient to establish the cost of the combustion blower motor, both prior to and after the change in ball

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 5 of 47
---------------------------	--	----------------------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

bearing producers, shall be submitted with the request for price adjustment. Rates current at the time of submission shall be used and profit will remain at 14%. As a result of the change in ball bearing suppliers, the dontract price will be increased or decreased by the amount agreed to by the parties.

(c) If agreement cannot be reached on a price change resulting from the change in ball bearing suppliers within 120 days after the Contrcator submits cost and pricining data, the Contracting officer shall determine a reasonable final price for the above described change for the purpose of determing the final adjustment due under this special provision which is subject to appeal by the Contractor pursuant to the clause entitled "Disputes."

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 6 of 47
--------------------	---	--------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS REFERENCED TO PRON: EH44R268EHEH (For Internal Purposes Only).</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 7 of 47
--------------------	---	--------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>(End of narrative A001)</p> <p><u>FIRST ORDERING YEAR</u></p> <p>NSN: 2540-01-396-2826 NOUN: HEATER, VEHICULAR FSCM: 19207 PART NR: 12474864 SECURITY CLASS: Unclassified</p> <p>The unit price shown above represents the price for the minimum order quantity. Range prices have been established for the following quantities at the unit prices shown:</p> <p>690-1139 each - \$4,182.39 each 1140-1709 each - \$4,028.97 each 1710-2279 each - \$3,978.16 each 2080 each and above - \$3,895.34 each</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12474864 DATE: 13-FEB-2004</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,182.39000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 8 of 47
--------------------	---	--------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	<p><u>SECOND ORDERING YEAR</u></p> <p>NSN: 2540-01-396-2826 NOUN: HEATER, VEHICULAR FSCM: 19207 PART NR: 12474864 SECURITY CLASS: Unclassified</p> <p>The unit price shown above represents the price for the minimum order quantity. Range prices have been established for the following quantities at the unit prices shown:</p> <p>690-1139 each - \$4,404.75 1140-1709 each - \$4,246.48 1710-2279 each - \$4,194.90 2080 each and above - \$4,109.71</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12474864 DATE: 13-FEB-2004</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,404.75000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 9 of 47
--------------------	---	--------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	<p><u>THIRD ORDERING YEAR</u></p> <p>NSN: 2540-01-396-2826 NOUN: HEATER, VEHICULAR FSCM: 19207 PART NR: 12474864 SECURITY CLASS: Unclassified</p> <p>The unit price shown above represents the price for the minimum order quantity. Range prices have been established for the following quantities at the unit prices shown:</p> <p>690-1139 each - \$4,573.64 1140-1709 each - \$4,412.12 1710-2279 each - \$4,358.75 2080 each and above - \$4,271.14</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12474864 DATE: 13-FEB-2004</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,573.64000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 10 of 47
--------------------	---	---------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p><u>FOURTH ORDERING YEAR</u></p> <p>NSN: 2540-01-396-2826 NOUN: HEATER, VEHICULAR FSCM: 19207 PART NR: 12474864 SECURITY CLASS: Unclassified</p> <p>The unit price shown above represents the price for the minimum order quantity. Range prices have been established for the following quantities at the unit prices shown:</p> <p>690-1139 each - \$4,744.52 each 1140-1709 each - \$4,578.64 each 1710-2279 each - \$4,524.32 each 2080 each and above - \$4,434.24 each</p> <p>(End of narrative B001)</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12474864 DATE: 13-FEB-2004</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 4,744.52000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 11 of 47
--------------------	---	---------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	<p data-bbox="264 333 479 354"><u>FIFTH ORDERING YEAR</u></p> <p data-bbox="264 413 579 539">NSN: 2540-01-396-2826 NOUN: HEATER, VEHICULAR FSCM: 19207 PART NR: 12474864 SECURITY CLASS: Unclassified</p> <p data-bbox="264 625 820 724">The unit price shown above represents the price for the minimum order quantity. Range prices have been established for the following quantities at the unit prices shown:</p> <p data-bbox="264 758 665 858">690-1139 each - \$4,909.17 each 1140-1709 each - \$4,740.04 each 1710-2279 each - \$4,684.47 each 2080 each and above - \$4,592.42 each</p> <p data-bbox="446 890 699 911">(End of narrative B001)</p> <p data-bbox="264 997 634 1068"><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12474864 DATE: 13-FEB-2004</p> <p data-bbox="264 1129 758 1281"><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS IN SECTION D UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p data-bbox="264 1341 725 1440"><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin FOB POINT: Origin</p>		EA	\$ 4,909.17000	

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 13 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-2	52.211-4008 (TACOM)	DRAWING LIMITATIONS	NOV/2002
-----	------------------------	---------------------	----------

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-3	52.211-4010 (TACOM)	ACQUISITION OF SOURCE-CONTROLLED PART NUMBER ALT I	FEB/1998
-----	------------------------	--	----------

Acquisition under this contract is restricted to:

- (1) The manufacturer's part number or numbers set forth in the Schedule or the Technical Data Package; and
- (2) Other manufacturer's part numbers that are physically, functionally, and mechanically interchangeable with the manufacturer's part number(s) listed in the Technical Data Package; provided (i) that these nonlisted part numbers have been furnished to one of the approved manufacturers listed in the Technical Data Package, which firm has then, without making any changes in the characteristics or properties of the part, redesignated that part with one of the approved part numbers; and (ii) that firms tendering a nonlisted part number as described in this paragraph (2). have executed the provision entitled REPRESENTATION OF INTENT TO SUPPLY A

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 14 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SOURCE-CONTROLLED ITEM in Section K herein.

[End of Clause]

C-4 Heater Description:

The A-20 heater was developed with safety, maintenance and electronics in mind. The heater has a self-diagnostic capability, which allows the heater to self analyze its operating modes, check for component failures, look for errors in basic requirements (low fuel pressure, low voltage, etc.) check heater faults and provide data codes that record past operation. The crew compartment heater develops its heat by burning fuel from the vehicle fuel tank and utilizing the vehicles 24-volt generating system. The heater has the capability to provide approximately 17.9 kW (60,000 BTU/HR) forced air heat output.

C-5 Requirement:

The heater shall meet the requirements of Performance Specification MIL-PRF-62550D, Source Control Drawing 12474864, both of which are incorporated by reference, and the requirements established in this contract for the A20 heater.

C-6 Configuration Management:

C-6.1 Configuration Management System. The contractor shall be responsible for maintaining configuration control of the A-20 heater. The contractor shall establish a production configuration baseline after completion of the Qualification Testing and Government Contract approval. The production configuration baseline shall identify and document the functional characteristics of the A-20 heater. The Configuration Management (CM) and control system shall enable traceability of heaters as follows: (MIL-HDBK-61, Configuration Management Guidance may be used for reference).

C-6.1.1 Production line changes: The contractor shall maintain a system that tracks in plant changes (similar parts from two different suppliers), modifications to equipment, processes and testing or acceptance procedures.

C-6.1.2 Heater destination: The contractor shall differentiate between heaters supplied under this contract and heaters supplied under other procurement actions including sales to other Military Services, commercial contracts and Foreign Military Sales.

C-6.1.3 Configuration Base Lining: The contractor shall use the heaters used for Qualification testing for the purpose of establishing a Configuration Base Line. If qualification testing is required to prove out a design change or implement a VECP, two of the test heaters shall be cleaned and have all fuel removed and sent to Commander, USA TACOM, ATTN: AMSTA-LC-CLC (Ms. Laura Martin), Building 229, Warren, MI 48397-5000. The contractor shall ship only two of the heaters to TACOM. The heater exterior, if damaged, shall be repaired. A heater that has minor scratches or dents (less than .50 inches in diameter) is acceptable. This heater will be used for exhibit or informational purposes only and therefore does not have to be operational. The contractor shall retain the remaining heaters as test specimens.

C-6.1.4 Used Heaters: The contractor shall not deliver or sell any used heaters to the Government as new production heaters. These include heaters used for Qualification testing, developmental heaters or used heaters produced under previous contracts. The contractor shall not disassemble any used heaters or heaters produced under a different contract and provide the individual parts to the Government as new production parts. All heaters and parts produced under this contract shall be new production.

C-6.1.5 Repaired heater field support: The contractor shall not substitute used parts in place of new parts to repair heaters shipped to its facilities for analysis and repair. The contractor shall not deliver used parts to Army heater repair facilities. Under this contract the parts that are to be used by or delivered to an Army repair facility shall be new production parts.

C-7 Engineering, Engineering Changes and Definitions

C-7.1 Engineering Change Proposal (ECP): A method that permanently changes some requirement of the performance specification, design, manufacture or change that affects form, fit or function of the end item. ECPs can be issued before or during contract performance. Note: If the contractor needs a response in less than ninety days to meet contract requirements a waiver or deviation may be submitted along with the ECP. Information on ECPs, Requests for Deviation (RFD and Requests For Waiver (RFW) can be found on the web at http://contracting.tacom.army.mil/rfd_w/rfd_w.htm.

C-7.1.1 Deviation: A RFD is a one-time request to deviate from technical requirements. The contractor shall submit the RFD prior to deviating from the requirement.

C-7.1.2 Waiver: A RFW is a one-time request that the Government accept one or more items from a production run that will not conform to the technical requirements. Waivers are submitted after the nonconformance has occurred. They are usually for a specific number of heaters. (Note: The Government may require a monetary refund for the granting of a waiver).

C-7.1.3 TACOM will not start processing any ECP or RFD/RFW until we receive the ACO's comments and the ECP or RFD/RFW

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 15 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

documentation.

C-7.1.4 Contractor Responsibility: The following forms must be completed: ECPs (DD 1692), RFD/RFW (DD 1694) and Notice of Revision (NOR)(DD 1695).

(a) For ECPs include:

- (1) Requirements for Notice of Revision (NOR).
- (2) Copies of drawings that the contractor has marked to identify the proposed change.
- (3) Any other documentation that will help the Government review your proposed change.

(b) Requests for Deviations/Waivers - You must:

- (1) Prepare RFD/W
- (2) Include marked drawings and any other documentation that the Government will need to review the proposed RFD/RFW.
- (3) Identify the number of parts affected on your submittal.

The following references may be useful in defining ECP, RFD/RFW, NOR content: MIL-HDBK-61, Configuration Management Guidance; DI-CMAN-80639, ECP; DI-CMAN-80642 NOR; DI-CMAN-80640 RFD/RFW.

(c) You may find forms and additional information on the web at http://contracting.tacom.army.mil/rfd_w/rfd/w.htm (for NORs see Attachment 15, for ECPs see Attachment 14 and for RFD/RFWs see Attachment 20).

(d) The contractor shall submit ECPs/VECPs and RFDs/RFWs to the Government electronically. One of the following electronic mediums must be used: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. E-mail files must be sized 3.5 MB or less. Identify the software application and version that you used to create each file submitted.

(e) ECPs/VECPs and RFDs/RFWs submitted in paper form are unacceptable and will be returned. One of the following electronic formats must be used:

- (1) Files readable using these Microsoft* 97 Office products: Word, Excel, PowerPoint or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (2) Files in Adobe PDF (Portable Document Format).
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs and RFDs/RFWs and be accessible offline.
- (4) Other electronic formats: Before preparing ECPs/VECPs or RFDs/RFWs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. Note: The above formats may be submitted in compressed form using self-extracting files.

* Registered Trademark

C-7.1.5 Submittal Procedures for ECPs and RFDs/RFWs

- (a) Send one copy of the ECP or RFD/RFW in electronic format to your ACO.
- (b) Send one copy of the ECP or RFD/RFW in electronic format to the buyer.

WARNING: Submit complete, legible, virus free packages per paragraphs above or the Government may return your ECP/RFD/RFW without processing them.

C-7.1.6 ACO responsibility. Within ten working days from receipt of the contractor's request, the ACO must prepare comments on the Deviation, Waiver or Engineering Change Request, in electronic format and forward it as follows: E-mail a copy of the contractor's request to the engineer (kovachr@tacom.army.mil) and the buyer (goddent@tacom.army.mil).

C-7.1.7 Approval of ECPs, RFDs and RFWs

- (a) ECPs should be used to make permanent changes in the Government technical specification. Contractual relief should be

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 16 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specification. Cost saving improvements to the Technical Data Package (TDP) should be submitted as a Value Engineering Change Proposal (VECP).

(b) ECPs. All ECPs will be reviewed by the Heater Team and a decision made within ninety days. Notification of the Government's decision will be made by the Procuring Contracting Officer.

(c) RFDS/RFWs. A decision on RFDS and RFWs will be made within 30 days from the date TACOM receives them from the ACO.

(d) Processing emergency and urgent ECPs. Ordinarily ECPs submitted by the contractor will be deemed routine. If the contractor submits an ECP that is considered urgent or critical, the contractor must immediately notify the PCO and the Heater Team. TACOM will review the criticality of the ECP and if it is determined urgent or critical the Government will expedite its processing time.

(e) Reminder: Only the PCO can change the contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to bind or make a commitment for the Government.

(f) Questions about preparation and submittal of a change request should be directed to the Government Quality Assurance Representative (QAR). Questions about status of a submitted change request should be directed to the buyer at goddent@tacom.army.mil.

C-8 Painting Requirement

Instead of paragraph 3.3.7 of MIL-PRF-62550D(AT), substitute the following: "The heaters shall be painted flat or low luster Green 383 of FED-STD-595 or equivalent and applied using best commercial practices."

C-9 Environmental Engineering

(a) The contractor shall use non-hazardous materials to the maximum extent practicable, ensuring that the material will support the intended use of the heater. All materials and coatings used to enhance the performance of the heater should be non-hazardous and after disposal should not have any negative effect on the environment. Recycled materials should be used to the maximum extent possible provided that they do not impact the performance and safety of the heater(s) provided to the Government.

(b) The contractor shall manage the efforts described by this contract to ensure that all aspects of contract execution including, design, manufacturing, testing and storage activities (if required) are in compliance with Federal, State and Local environmental regulations and requirements. The contractor shall notify the Contracting Officer immediately if the Government gives any direction that could result in an environmental violation. The contractor shall support Government environmental documentation efforts. This support shall include allowing a Government or support contractor to conduct an environmental site visit to the Contractor's facility to review the Hazardous Material Management Program and Pollution Prevention Program documentation.

C-10 Program Meetings

(a) Post award and start of work meetings. Within 30 days after contract award a Post Award/Start of Work meeting will take place at the US Army Tank-automotive and Armaments Command (TACOM) in Warren, Michigan or at the contractor's facility. The location of this meeting is with in the Government's discretion and the contractor will be notified of the location with in 20 days after contract award. The purpose of the meeting is to clarify all matters relating to delivery requirements, engineering, quality assurance, and provisioning. The Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO) will coordinate this meeting. The contractor shall provide the PCO a written list of items requiring discussion at least 10 days prior to the date of the meeting.

(b) The contractor shall conduct a program review at its facility, its subcontractor's facility or any Government facility when requested by the PCO (not to exceed four per year). The Government will notify the contractor 15 days before the first review as to dates and location of the meeting. The contractor must coordinate the agenda with the Government at least 10 days prior to the review. Reviews shall address problem resolution, contract compliance, delivery schedule status, provisioning and testing. Any items requiring actions, response dates and the responsible organization must be identified at the review. Tthe review will be based on data requirements in the bi-monthly progress and status management report. Conference support shall include facilities, office equipment, telephones and meeting minutes.

(c) Program reviews may consist of provisioning conferences, publication reviews, test cause failures and corrective action analysis.

(d) A provisioning conference will be held during the first program review if deemed necessary by the Government.

C-11 Maintenance: Engineering changes proposed through the ECP process (see paragraph C.4) shall incorporate the following

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 17 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

maintenance concept:

(a) The heater design shall provide for ease of service using minimal personnel (63G/52C MOS), material, parts and tools that are readily available at Direct Support maintenance level fuel and electrical repair facilities. Using the respective tools sets and maintenance times below, limit Unit Level maintenance to single part or heater removal and replacement. Limit Direct Support Level maintenance to diagnosis, repair and service of the whole heater.

(b) List of Common Tool Kits. Mmaintenance must be limited to what to what can be accomplished using the following maintenance levels and respective tool kits: (Supply Catalogs can be found at http://weblog.Logsa.army.mil/sko/sko_masterlist_query.cfm

1. Unit Level: Tool Kit, General Mechanic's Auto, NSN 5180-00-177-7033, contained in Supply Catalog (SC) 5180-95-N26.
2. Direct Support Level:

(a) Tool Kit, General Mechanic's Auto, NSN 5180-00-177-7033, contained in SC 5180-95-N26.

(b) Shop Equipment Unit Maintenance Common No.1, Less Power, NSN 4810-00-754-0650, contained in SC 4910-95-A74.

(c) Shop Equipment Unit Maintenance Common No.2, Less Power, NSN 4910-00-754-0650, contained in SC 4910-95-A72.

(d) Shop Maintenance, Fuel and Electric System Field Maintenance, basic, Less Power, NSN 4940-00-754-0714, contained in SC 4940-95-B20.

(c) Maintenance times: Limit maintenance times for removal, replacement, repair and service to the following Flat Rate Time:

- (1) Limit the total unit level repair and replace time for a single spare part to 24 minutes. Individual tasks necessary to remove a part should not exceed 15 minutes.
- (2) Direct support maintenance times will not exceed one-man hour per task and and no more than four man-hours total.
- (3) Depot repair will not exceed 12 man-hours total for replacement of all mandatory replacement parts and preshop inspection and testing.

C-12 Decals and Special Instructions

- (a) The contractor shall adhere an "Orientation Decal" (see Attachment 004 for specific location, size and language) to each completed heater.
- (b) The contractor shall overpack a "Vehicle Operator Decal" (see Attachment 004 for specific location, size and language) with each heater shipped.
- (c) The contractor shall overpack a copy of the following "Starting Procedures" with each heater shipped. Standard 8 1/2 by 11 paper may be used. The Starting Procedures shall be overpacked in a manner that assures that they are untorn and legible when the heater is removed from the packaging:

STARTING PROCEDURES

THIS PROCEDURE AFFECTS THE A20 HEATER (NSN 2540-01-396-2826
NOTE: THE A20 HEATERS HAVE A DIFFERENT STARTING SEQUENCE THAN
THE OLDER STYLE HEATERS. TRYING TO USE THE OLD PROCEDURES MAY
RESULT IN FLOODING AND UNNECESSARY ERROR CODES.

Starting the Heater

1. The START/OFF/RUN switch on the control panel should initially be in the OFF position.
2. The HI/LO switch on the control box may be in either position during start up. (If switch is in HI position, the Heater will start and enter High Heat Mode. If switch is in LO position, the Heater will start and enter Low Heat Mode).
3. To start the Heater, move the START/OFF/RUN switch to the START position and hold it there until the indicator light comes on. Move the switch to the RUN position and the heater will operate continually until the switch is moved to the OFF position.

NOTE:

It may be possible to switch from START to RUN immediately, however some vehicle installations may not support this feature and will require holding the switch in the START position until the indicator light comes on.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 18 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

If your vehicle is an M2/M3 Bradley, your engine should be running before starting the heater.

If your vehicle is an M1A2 or M2/M3 Bradley, refer to your TMs for vehicle unique starting instructions.

REMOVE BEFORE WELDING

The brains of the A-20 personnel heater are its electronic circuit boards. That is why it is so important to REMOVE the heater from your vehicle before doing any welding.

If you do not remove it, transient current from the welder travels through the hull of your vehicle to the heater and destroys the circuit boards.

C-13 Drawings (Applies only if the Option on CLIN 0017 is exercised)

a) The contractor shall furnish prices for program drawings in accordance with work task 3.6.3 of MIL-DTL-31000B for the kits listed in CLIN 0017. Each kit drawing package shall include the program drawing for the kit and each individual program drawing that makes up the kit except drawings for common hardware items are not required.

b) All program drawings purchased shall be submitted in one these file formats:

- 1) Adobe Acrobat PDF
- 2) C4 Cals
- 3) Auto CAD format

Electronic data can be delivered either by ACMS direct online upload, or ACMS batch delivery. Reference http://etec.tacom.army.mil/electdata/Generic_SOW.htm.

C-14 Changes to MIL-PRF-62550 Rev D

a) Paragraph 3.3.1 Weight: change to read "Class II heaters shall not weigh more than 18kg (40 pounds) (see 4.7.3).

b) Paragraph 3.4.4 Shock. After 18 milliseconds, add: "+ or - 3 milliseconds."

c) Paragraph 3.5.5 Current. In Table II, Ambient temperature Above 7.2C (45F), for Class II, change Start (A) and Run (A) from "18" to "20."

d) Paragraph 3.5.8 Ventilation and combustion air discharge rates. In TABLE IV, for Class I in the Ventilation and Combustion columns, delete "table X" and substitute "table VIII." In Class II, in the Ventilation and combustion columns delete "table IX" and substitute table "VIII."

e) Paragraph 4.7.37 Reliability and Durability Testing. In the paragraph on PHASE III, after "Jet A-1 fuel" add ""(or JP-8)."

C-15 Change to Drawing 12474864

On Sheet 2, Zone G6, delete "7.86 to 7.89" and substitute "7.86 to 7.95."

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 19 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4515 (TACOM)	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	JUN/2004

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK13962826

- (a) REVISION As listed on TDP
- (b) DATE OF REVISION As listed on TDP

(b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

(c) Marking:

(1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.

(2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). . Packing lists are required in accordance with the Standard, see paragraph 5.3.

(3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".

(4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <<http://www.easysoftcorp.com/products/Software/MSL.html>>. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

(d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 47
	PIIN/SIIN W56HZV-05-D-0003	MOD/AMD	

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

(e) Hazardous Materials(As applicable):

(1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)

(2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations
International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

(3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.

(f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

(f) SUPPLEMENTAL INSTRUCTIONS: N/A

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 21 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))	SEP/1989

(a) The Contractor shall test 6 unit(s) of Contract Line Item 0011 as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 360 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:
PCO
Marked FIRST ARTICLE TEST REPORT: Contract No. _____; Contract Line Item Number _____.

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 22 of 47
---------------------------	--	----------------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

E-4	52.209-4000 (TACOM)	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000
-----	------------------------	--	----------

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of 0 that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 6 that successfully passes all specified tests, less the destructive tests, if any, shall serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

E-5	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000
-----	------------------------	--------------------------------	----------

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-6	52.246-4024 (TACOM)	SUBSTITUTING COMMERCIAL TEST RESULTS FOR REQUIRED CONTRACT TESTS	APR/2000
-----	------------------------	--	----------

(a) GENERAL. At your request, we may delete all or some of the Government or contractor conducted tests required by this contract or order, under the following conditions:

- (1) You have (or your supplier has) previously supplied the identical item to us and we've accepted it, or:
- (2) You have commercial test reports, performance data, analytical data, or vendor reports demonstrating that the item you will be furnishing us meets the contract requirements.

(b) HOW TO SUBMIT A TEST-DELETION REQUEST.

(1) BEFORE CONTRACT AWARD - Submit your request along with your offer in response to our solicitation. Make sure that your offer includes an alternate price (that reflects how your offered price would change if we approve your request to delete the specified tests). If we approve your request to delete test requirements or substitute commercial testing procedures, we will evaluate your offer at the alternate price submitted with your request. If you don't submit an alternate price with your request, we'll evaluate your offer at the price you indicated in the Schedule. No adjustments will be made to the price after contract award.

(2) AFTER CONTRACT AWARD - Send your request to the buyer identified on the face page of the contract within 45 days after contract award.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 23 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

(3) ALL REQUESTS MUST -

-- identify the test(s) you want deleted;
-- state the basis for your request;
-- include a list of configuration changes made;
-- demonstrate that you meet the conditions in paragraph (a)(1) or (a)(2) of this clause; and
-- include an alternate price per paragraph (b)(1) above, if you make your request prior to award; or
-- include proposed amount of equitable adjustment, if you make your request after award.

(c) SUPPORTING DATA. If we agree to delete a test or tests, you must keep the data you used to support your request for four years from the day we approved your request. You must provide us with such data if we ask for a copy.

(d) CONTRACT ADJUSTMENT. If we agree to delete a test or tests after contract award, we may negotiate an equitable adjustment in the contract price. Any such negotiation will be conducted using the rules given in the CHANGES--FIXED PRICE clause, FAR 52.243-1.

[End of Clause]

E-7	52.246-4025	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM	OCT/1997
	(TACOM)	REQUIREMENT	

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

[] ISO 9001
[] ISO 9002
[] QS 9000
[] ANSI/ASQ Q9001
[] ANSI/ASQ Q9002
[] Other, specifically _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-8	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____
(Name)

(Address) (City) (County) (State) (Zip)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 24 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SUBCONTRACTOR'S PLANT: _____
 (Name)

 (Address) (City) (County) (State) (Zip)

[End of Clause]

E-9 52.246-4029 ACCEPTANCE POINT: ORIGIN OCT/2002
 (TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E-10 52.246-4048 DRAWINGS FOR INSPECTION NOV/1982
 (TACOM)

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

[End of Clause]

E-11 Inspection and Test

For this contract, the Qualification Test is defined as the First Article Test (FAT) as set forth in MIL-PRF-62550D(AT), Table V., Classification of Inspections and the requirements of Source Control Drawing 12474864. The contractor shall perform inspections and tests of the production heaters (Acceptance 100%) in accordance with the requirements of the performance specification, Table V, Classification of Inspections. The Government reserves the right to witness any and all acceptance, control and qualification tests performed by the contractor. Final inspection of production heaters shall be documented on contractor developed inspection records, contractor format acceptable. Upon request, inspection records and test documentation shall be made available to the Government for review. The contractor shall maintain inspection records of the examinations and tests performed for four (4) years following completion of this contract.

E-12 In-Process Inspection

The contractor shall identify and establish in-process inspection points and inspections where absence of such inspections could adversely affect quality. These inspections shall evaluate the conformance of materials, welding, workmanship and processes to contractual drawing and performance specification requirements. The Government reserves the right to either witness or conduct its own in-process inspections.

E-13 Changes to Components

The Government may require the contractor to conduct examinations and/or test to verify that any changes to components or processes meet contract requirements. The contractor shall correct any deficient component or process which causes heater or component failure(s). The Contracting Officer or the Contracting Officer's Technical Representative (COTR) must approve the corrections. Any and all cost associated with the tests, re-tests, examinations or inspections shall be borne by the contractor and will not be paid by the Government.

E-14 Change of Suppliers

- a) If, after First Article or Qualification approval, the contractor changes the source of supply for components or processes that require FAT or qualification testing, the contractor may be required to conduct additional tests before acceptance of any items containing the new component or process. Any production or delivery delays caused by additional testing shall not be considered an excusable delay under the "default" clause. Any and all costs associated with the tests, re-tests, examinations or inspections shall be borne by the contractor and will not be paid by the Government.
- b) Changes of the approved source of supply for components shall not require a test in the event that the proposed vendor source has successfully completed FAT within the past three (3) years, has met the drawing requirements during production within the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 25 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

past 1 (one) year and can provide the approved test report to the Government for review. The Government shall review and approve all changes to the source of supply. If the proposed item was not used in an identical application additional testing may be required. Any and all costs associated with tests, re-tests, examinations or inspections will be borne by the contractor and will not be paid by the Government.

E-15 Quality Management Systems and Controls

(a) In order to assure functional and physical conformity of all products or services that are furnished under this contract, a formal Quality System and additional management and process controls shall be used by the contractor to achieve defect prevention, process control, and contract and regulatory conformity for all areas of contract performance.

(b) Your quality system shall be based on recognized international, U.S. or foreign nation NATO, U.S. military, U.S. manufacturing or commercial quality systems that are product or service industry unique. These include but are not limited to IS) 9000, ANSI/ASQC 9000, QS 9000, ISO 14000 and NATO Allied Quality Assurance Program (AQAP) series. At any point of the solicitation review process and during contract performance, the Government shall have the right to review your quality system to assess its effectiveness in meeting contractual and regulatory requirements.

(c) Certification of compliance or registration of the quality system by an independent standards organization or auditor (NATO or Government) to recognized standards does not need to be furnished to the Government under this contract. However, you may attach a copy of such certification with your in response to the solicitation as proof of current or previous system compliance.

E-16 Control Tests

The contractor shall conduct control tests according to MIL-PRF-62550D, paragraph 4.5, Control Tests for CLINs 0011 through 0015 with the following changes to paragraph 4.5, Control Tests: "Control Tests shall be conducted at a rate of one out of 1,200 (one thousand two hundred) heaters consecutively produced, except that not more than one test shall be performed in a six month period, nor less than one test in a twelve month period.

(a) The Government shall stop acceptance of heaters due to control test failures until the contractor performs root cause/failure analysis and the corrective action is accepted by the Government. The contractor shall submit Failure Analysis and Corrective Action Reports (FACAR) in accordance with DI-RELI-81315 for any failure during testing. In the event of a control test failure, retrofit and/or re-testing may be required. The PCO must approve the corrective action(s).

(b) Control Test samples shall be representative of the production lot being offered for acceptance. The Government will authorize and perform sample selection. The Government may give authorization to initiate control testing for subsequent lots at the contractor's own risk to facilitate production flow and conformity. The contractor shall maintain records of control tests and shall make those records available to the Government upon request.

(c) Heaters designated as production control test samples shall not be delivered under this contract. The samples shall remain with the contractor for use as standard test specimens.

E-17 Visual, Dimensional or Functional Tests

The Government may select units for visual, dimensional or functional testing. The Government reserves the right to perform the examination and tests required by the MIL-PRF-62550D to the extent necessary to ensure that the product conforms to all specification and contract requirements.

E-18 Examination and Tests

All examinations and tests that are to be performed by the contractor may be subjected to surveillance by the Government's Quality Assurance personnel. The contractor shall notify the Government by e-mail at least 15 before the start of examinations and tests. Notification shall include the date, time and location of those examinations and tests. Notification of examination and test is not required for Acceptance Tests identified in paragraph E-11.

E-19 Inspection Equipment

(a) Except as otherwise expressly provided by this contract, the contractor shall supply and maintain all inspection and test equipment necessary to assure that the product conforms to the contract requirements. All contractor furnished inspection and test equipment shall be made available for use on or before the start of production.

(b) The contractor shall implement and maintain a calibration system for inspection and test equipment. Your system shall be based on recognized international, U.S. or foreign nations NATO and U.S. military, U.S. manufacturing or commercial calibration systems that are product or service industry unique. These include but are not limited to ISO 10012-1, QS 9000 and ANSI/ASQC 9000. At any point of the solicitation process and during contract performance, the Government shall have the right to review your calibration system

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 26 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

to assess its effectiveness in meeting contractual and regulatory requirements.

E-20 Production Quality Deficiency Reports

(a) Upon receipt of Product Quality Deficiency Reports (PQDRs) on heaters you shall take the following actions:

- (1) Verify reported deficiency and begin an investigation
- (2) Request any necessary exhibits
- (3) Perform failure analysis and determine root cause
- (4) Implement interim action as necessary
- (5) Develop, document and implement permanent corrective action
- (6) Assess the effectiveness of the corrective action
- (7) Provide a copy of your corrective action to your in plant DCMC QAR

(b) If the PDQR investigation reveals deficiencies attributed to contractor workmanship or non-conformance to contract requirements, you shall repair or replace the deficient item(s) as deemed necessary by the PCO. Corrective actions requiring configuration changes shall be approved by the Government prior to implementation. The contractor shall respond to Category I PQDRs within 48 hours of receipt and shall respond to Category II PQDRs within 30 days of receipt. In the event that a final response cannot be provided within the specified time frame, an interim response for Category I PQDRs shall be provided every 10 days and for Category II PQDRs every 30 days until a final response is provided.

E-21 Engineering Evaluation Tests

The contractor shall, at the direction of the Government, conduct Engineering Evaluation Tests (EET) in conjunction with PDQR root cause analysis. EET shall be conducted on heater test samples retained by the contractor after performing Control Tests or Qualification Testing. The purpose of the EET will be to determine the effectiveness of root cause analyses and to prove out the effectiveness of changes or improvements to the heater. The tests shall be developed and performed by the contractor. The contractor shall notify the Government fifteen (15) days in advance of the testing to be performed. Contractor format for data collection is authorized. Test reports shall be made available to the Government for review upon request.

E-22 Statistical Process Control

The contractor is encouraged, but not required, to utilize Statistical Process Controls (SPC) throughout the production process. Should the contractor decide to utilize the SPC method for inspection or test reduction, a formal SPC plan shall be developed and made available to the Government for review and concurrence. The plan at a minimum shall delineate methods for identifying SPC characteristics, methods of formalizing inspection and test reduction requests, and the methods for returning to 100% inspection and test should the SPC data so dictate.

E.13 Conformance Inspection

For the purposes of this contract, the contractor shall perform conformance inspections and tests listed in MIL-PRF-62550D, Table V, Classification of Inspection, with the following exceptions:

(a) Paragraph 3.5.8.3/4.7.24 - Power Loss. Power loss shall be performed on a control test basis and will not be performed as part of Acceptance (100%) inspection.

(b) Paragraph 3.5.8.3/4.7.29 - Ventilating Air Restriction. The contractor shall perform the Ventilation Air Restriction test of praragraph 4.7.29 as follows:

To determine conformance to 3.5.8.3, measure (AMCA 210-74 or ASME PTC 19.5) the ventilating air flow in the duct, its temperature and heater fuel flow. Operate the heater at high heat into the duct used in 4.7.26, restricting the ventilating air flow to not less than 3.36 kl/min (120 scfm) and until the heaterlimits the air's temperature between 150 and 177 degrees C (300 and 350 degrees F). Within a period of not less than five minutes, continuously reduce the air flow to not more than 3.40 (120 scfm). Air temperature shall remain within the specified limits. Continue reducing the air flow to not less than 0.85 kl/min (30 scfm). Note that the heater shuts off, stops fuel flow and enters its purge cycle without the ventilating air temperature exceeding 177 degrees C (350 degrees F).

(c) Paragraph 3.5.14/4.7.35 - Toxic Fumes. The contractor or his supplier may substitute a bubble testing with helium method to satisfy the requirements of MIL-PRF-62250D, Table V, Classification of Inspection, Acceptance (100%). The contractor shall document and maintain inspection/test records indicating that the inspection/test method utilized ensures that the item meets the requirements for Toxic Fumes as delineated in MIL-PRF-62550D. The contractor's supplier shall provide a Certificate of Conformance (COC) indicating the item's conformance to the Toxic Fumes requirement of MIL-PRF-62550D by stating "This item has been fully inspected for leaks using helium leak detection and meets required leak rates". The COC may be for an individual item or a representative production lot. In all cases the COC shall contain the serial numbers of each item it represents.

(d) The following clarifications are provided for MIL-PRF-62250D:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 27 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

i) Paragraph 3.4.4: After 18 milliseconds add "(15-21 milliseconds for Table V Control Tests)."

ii) Paragraph 4.7.11: After 18 milliseconds add "(15-21 milliseconds for Table V Control Tests)."

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 28 of 47
	PIIN/SIIN W56HZV-05-D-0003	MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY			

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 540 days after the delivery order date or, if FAT is waived, 180 days after award. subsequent delivery orders will start deliveries 180 days after the date of the order. Continue delivering every thirty days, if necessary, until all items are delivered.

- (i) You'll deliver a minimum of 230 units every 30 days;
- (ii) You'll deliver a maximum of 400 units every 30 days
- (iii) You can deliver more than the maximum number of units every thirty days: at no additional cost to the Government.

(2) Delivery is defined as follows:

- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.
- (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximun quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START _____ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____UNITS EVERY 30 DAYS.

[End of Clause]

F-7	52.211-16	VARIATION IN QUANTITY	APR/1984
-----	-----------	-----------------------	----------

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- ZERO percent increase; and
- ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 29 of 47
	PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

F-8

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --

Size of railcar _____

Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--

Size of trailer _____

Type of trailer _____
- *Number of complete units (contract line item) to be shipped in carrier's equipment.
- (2) To be completed by the Government after evaluation but before contract award:
- (i) Rate used in evaluation _____;

(ii) Tender/Tariff _____;

(iii) Item _____;
- The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.
- [End of FAR Clause]
- The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 30 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:
Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):
Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):
The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):
The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:
Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:
Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:
Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:
Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:
Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-9

52.247-65

F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 31 of 47
	PIIN/SIIN W56HZV-05-D-0003MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-10

52.247-4005

SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT

AUG/2003

(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

(1) Government/Commercial Bill(s) of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

(1) Government Bills of Lading and

(2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-11		52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR		MAY/2004
		(TACOM)	ADDRESSES		
Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>	
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001	

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 32 of 47
	PIIN/SIIN W56HZV-05-D-0003MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

***SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot
Red River Army Depot
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 33 of 47
	PIIN/SIIN W56HZV-05-D-0003MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	52.232-16	PROGRESS PAYMENTS (Alternate III, dated February 2002)	APR/2003
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-6	252.225-7021	TRADE AGREEMENTS	JUN/2004
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through 5 years after the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-15	52.216-19	ORDER LIMITATIONS	OCT/1995
------	-----------	-------------------	----------

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 690, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 2,591.
- (2) Any order for a combination of items in excess of 2,591.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-16	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
------	--------------	-------------------------------------	----------

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 34 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

TABLE

Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	(2)	(Y or N)	(4)	(4)	(5)	(6)
<div style="margin-left: 40px;"> (1) List each item of supply and item of technical data. (2) If there is no national stock number, list "<u>none</u>." (3) Use <u>Y</u> if the item is a commercial item; otherwise use <u>N</u>. If <u>Y</u> is listed, the Offeror need not complete the remaining columns in the table. (4) For items of supply, list all sources. For technical data, list the source. (5) For items of supply, list each source's part number for the item. (6) Use <u>Y</u> if the source or supply is the actual manufacturer; <u>N</u> if it is not; and <u>U</u> if unknown. </div> <div style="text-align: center; margin-top: 10px;">[End of Clause]</div>						
H-17	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES			APR/2003	
<div style="margin-left: 40px;"> (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if- (1) The offer exceeds \$10 million in value; and (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that- (i) Exceeds \$500,000 in value; and (ii) Could be performed inside the United States or Canada. (b) Information to be reported includes that for- (1) Subcontracts; (2) Purchases; and (3) Intracompany transfers when transfers originate in a foreign location. (c) The offeror shall submit the report using- (1) DD Form 2139, Report of Contract Performance Outside the United States; or (2) A computer-generated report that contains all information required by DD Form 2139. (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer. <div style="text-align: center;">(End of provision)</div> </div>						
H-18	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING			SEP/2004	
H-19	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250			JAN/2002	
<div style="margin-left: 40px;"> (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods: (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet. In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. </div>						

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 35 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 36 of 47
	PIIN/SIIN W56HZV-05-D-0003	MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-18	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-1	PAYMENTS	APR/1984
I-40	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-17	INTEREST	JUN/1996
I-44	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 37 of 47
	PIIN/SIIN W56HZV-05-D-0003	MOD/AMD	
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY			

	Regulatory Cite	Title	Date
I-50	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-51	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-52	52.242-13	BANKRUPTCY	JUL/1995
I-53	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-54	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-57	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-58	52.248-1	VALUE ENGINEERING	FEB/2000
I-59	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-60	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-70	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-71	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-72	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-73	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-74	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-75	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-77	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-78	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-80	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-81	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-82	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ```(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

(1) the original contract or subcontract was granted an exception from cost or pricing data

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 38 of 47
--------------------	---	---------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and

- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

I-83 52.216-22 INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-05-D-0003 MOD/AMD</p>	<p align="center">Page 39 of 47</p>
---	--	--

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six and one half (6 1/2) years after contract award.

[End of Clause]

I-84 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (End of clause)

I-85 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 40 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-86 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004

- (a) Definitions. As used in this clause--
 - (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
 - (1) The contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
 - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-87 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

[End of Clause]

I-88 252.204-7004 ALTERNATE A

NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-89 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-05-D-0003 MOD/AMD</p>	<p style="text-align: center;">Page 42 of 47</p>
--	--	---

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 43 of 47
---------------------------	--	----------------------

Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-90 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 44 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

the contracting parties

- (1) In all subcontracts hereunder, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that-

- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-91 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-92 52.211-4010 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS FEB/1995
(TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

I-93 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994
(TACOM)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 45 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

_____	_____
(NAME)	(LOCATION)

(3) Facilities for shipping by water

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

- [] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

I-94 52.247-4011 FOB POINT SEP/1978

Delivery on F.O.B. origin offers will be F.O.B. Carrier's equipment, wharf, or freight station, at the Government's option, at or near:

(1) Contractor's Plant: _____
(City) (State) (ZIP) (County)

(2) Subcontractor's Plant: _____
(City) (State) (ZIP) (County)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-05-D-0003 MOD/AMD	Page 46 of 47
Name of Offeror or Contractor: HUNTER MANUFACTURING COMPANY		

[End of Provision]

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS DD FORM 1423		002	ELECTRONIC IMAGE
Attachment 001	DIDS DD FORM 1664		012	ELECTRONIC IMAGE
Attachment 002	DELETED			
Attachment 003	DECALS		002	ELECTRONIC IMAGE